

# BOQ Bonds

## Product Disclosure Statement Terms and Conditions

The terms that govern the way you bank with us are set in this booklet and BOQ Bonds – Schedule of Fees and Charges.

Together, these documents comprise our Product Disclosure Statement (PDS) for the Banking Services that we provide to you.



September 2017



# CONTENTS

<b>1.</b>	<b>INTRODUCTION</b>	<b>3</b>
1.1	Welcome to BOQ	3
1.2	How does this document affect you?	3
1.3	Need to know more?	4
<b>2.</b>	<b>BOQ BONDS</b>	<b>5</b>
2.1	Summary of features of BOQ Bonds	5
2.2	Other important information	6
2.3	Applying for BOQ Bonds	8
2.4	Allowing others to transact on your behalf	15
2.5	Payments to you	16
2.6	Transacting in relation to your BOQ Bonds	16
2.7	Interest rates	20
2.8	Maturing BOQ Bonds	22
2.9	Stockbrokers or financial advisors	24
<b>3.</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>25</b>
3.1	Changes to terms and conditions of Banking Services	25
3.2	If you get into financial difficulty	25
3.3	Covering us for loss	26
3.4	Customer integrity	26
3.5	Warning	26
3.6	Other information we require from you	26
3.7	Unclaimed Money	27
<b>4.</b>	<b>GENERAL INFORMATION</b>	<b>28</b>
4.1	Code of Banking Practice	28
4.2	Anti-money laundering	28
4.3	Recording telephone calls	29
4.4	If you have a problem or dispute	29
4.5	Changing your details	30
4.6	Contacting you	31
4.7	Privacy and confidentiality	31
4.8	The relationship between banker and customer	31
4.9	Financial Claims Scheme	33
<b>5.</b>	<b>INTERPRETATION</b>	<b>34</b>



# INTRODUCTION

## 1.1 Welcome to BOQ

BOQ Bonds are issued by:

Bank of Queensland Limited ABN 32 009 656 740  
Australian Financial Services Licence No. 244616  
GPO Box 898  
Brisbane QLD 4001  
Phone: 1800 813 902  
Facsimile: (07) 3229 0560  
E-mail: [bqlbonds@boq.com.au](mailto:bqlbonds@boq.com.au)

We encourage you to take time to read this PDS and any other material provided to you. It has been produced to help you choose the right Banking Service for your needs. Please contact us if you would like more information regarding the Banking Services we offer.

You will be required to sign an Application Form prior to purchasing BOQ Bonds from us.

By signing the Application Form, you are agreeing to all of the provisions contained in this PDS. Further information on Application Forms is set out in section 2.3.

## 1.2 How does this document affect you?

If you already use any Banking Service described in this document, then this document will apply to your ongoing use of that service 30 days after you receive it.

If you are applying for any Banking Service for the first time, this document will apply to you immediately.

You receive and agree to these terms and conditions as agent for anyone operating or transacting on your BOQ Bonds on your behalf. You must pass on these terms and conditions to each of those persons.

### 1.3 Need to know more?

You can contact us at any time if you would like any further information, or a copy of the current *BOQ Bonds - Schedule of Fees and Charges* or details of the applicable interest rates.

Contact us by:

- calling our Bond Registry on 1800 813 902 Monday to Friday 8.30 a.m. to 5.00 p.m. AEST; or
- visiting our website at [www.boq.com.au](http://www.boq.com.au); or
- e-mailing us at [bqlbonds@boq.com.au](mailto:bqlbonds@boq.com.au); or
- sending a facsimile to (07) 3229 0560; or
- writing to Bond Registry, GPO Box 898, Brisbane QLD 4001; or
- visiting your local Branch.

*This document is current as at 1st September 2010. Information in this PDS is subject to change from time to time. To the extent that the change is not materially adverse to customers, we may update it by posting a notice on our website. A paper copy of any updated information will be given to you without charge on request. We may also issue a supplementary PDS with new information. This PDS (and any supplementary PDS) is available in paper form and in electronic form from the BOQ website at [www.boq.com.au](http://www.boq.com.au).*

# BOQ BONDS

## 2.1 Summary of features of BOQ Bonds

### (a) Product Description

BOQ Bonds are fixed term investments which pay a competitive rate of interest until maturity. You can choose from a range of lodgement terms and interest payment periods to best suit your investment needs.

BOQ Bonds are available to individual and joint investors including partnerships, companies and other incorporated bodies and trusts.

You can invest any amount greater than \$5,000 in BOQ Bonds for a fixed term between 30 days and 5 years. Our published interest rates only apply to investments of amounts up to \$250,000. Interest rates on investments above \$250,000 are quoted on a case by case basis. To obtain a quote, please contact our Bond Registry. Our contact details are set out in section 1.3.

All investments must be paid for by cheque or Electronic Transfer. BOQ Bonds cannot be paid for in cash.

### (b) Product Features

Features	BOQ Bonds
Eligibility	Personal and business customers
Interest accrues daily on opening deposit	✓
Interest paid monthly	X
Interest paid quarterly	✓
Interest paid annually	✓
Interest paid to your Bank Account	✓
Acknowledgment of Investment issued	✓
Minimum opening deposit	✓ \$5,000
Maximum opening deposit	X applications over \$250,000 subject to approval by Bond Registry
Minimum/maximum term	✓ 30 days to 5 years

## 2.2 Other important information

<b>Cost of the product</b>	<p>You can find details of fees and charges that apply to your BOQ Bonds in <i>BOQ Bonds – Schedule of Fees and Charges</i>.</p>
<b>Significant risks of the product</b>	<p>As this is a fixed term product, the interest rate applicable to this product remains unchanged for the full term of the investment. You cannot swap to another term for a higher interest rate prior to maturity.</p> <p>In certain circumstances, you may not be able to obtain the same interest rate for any new BOQ Bonds you decide to purchase, either by reinvesting the proceeds of redemption from your current BOQ Bonds or otherwise. This risk is further outlined in section 2.7(d).</p> <p>You can sell all or part of your BOQ Bonds, at the then current market price, before they mature. As the current market price reflects the interest rate on your bond, the time to maturity and the current market interest rates at the time of the sale, the price at which you sell your BOQ Bonds may be higher or lower than the price you paid for them. This risk is further outlined in section 2.6(d).</p> <p>There is a risk when you appoint an Authorised Signatory to transact in relation to your BOQ Bonds on your behalf. See section 2.4(b) for further details.</p> <p>There is a general risk that the BOQ Bonds may not suit your particular objectives, financial situation or needs.</p>
<b>Benefits of the product</b>	<p>You will find information on the interest that you will earn on your BOQ Bonds, and how that interest will be paid to you in section 2.7.</p> <p>BOQ Bonds offer fixed interest payments over the term of the investment.</p> <p>If you invest in BOQ Bonds, you will receive a competitive rate of interest which applies for the full term of your investment. BOQ Bonds provide a range of investment terms to meet your individual financial requirements and offer two interest payment frequency options to suit you.</p> <p>BOQ Bonds offer a \$5,000 minimum deposit, making them accessible to most investors.</p>

## Commissions

We do not pay our staff any commissions or inducements in relation to the issue or sale of BOQ Bonds or the provision of Banking Services.

Staff advising on Banking Services may be eligible for a performance bonus if certain performance benchmarks are met. The benchmarks include sales targets and non-sales related criteria. Bonuses are not linked to individual transactions or customers.

We may also pay commissions to our Owner Managers who run our Owner Managed Branches as our authorised representatives. Commissions paid to Owner Managers do not effect the cost of Banking Services to our customers.

If you would like to know whether the Branch you are dealing with is an Owner Managed Branch, please ask any of our Branch staff.

If you acquire this product via a stockbroker, financial advisor or other intermediary who is approved by the Bank to refer business to us, they may be paid a commission. This commission does not affect the amount of any return or interest payable to you.

Details of the commissions payable to stockbrokers, financial advisors and other intermediaries in respect of investments in BOQ Bonds of less than \$250,000 are set out in our *Financial Services Guide - Treasury Services*.

For investments in BOQ Bonds over \$250,000, we will quote an interest rate to the intermediary that we are prepared to pay. The intermediary may deduct a margin or brokerage fee from the interest rate they quote to you as commission for themselves. This margin or brokerage fee is a matter between you and the intermediary and you should direct any queries in this regard to your intermediary.

## General tax information

You may have to pay income tax on the interest that you earn on your BOQ Bonds, depending upon your circumstances.

If you do not provide us with a tax file number or Australian Business Number, we must deduct withholding

tax from any interest that you earn, provided that your interest exceeds a threshold amount.

If you are a non-resident, we will also deduct withholding tax from the interest that you earn on your BOQ Bonds. It is your responsibility to notify us of your non-resident status on your Application Form. You may also be required to pay tax in your country of residence.

Withholding tax rates are set out in *BOQ Bonds – Schedule of Fees and Charges*.

The acquisition, sale or maturity of a BOQ Bond may have income tax or capital gains tax consequences.

**We recommend that you obtain your own advice regarding all tax matters, as the tax effect of any product or transaction depends upon your individual circumstances.**

## 2.3 Applying for BOQ Bonds

### (a) What we need from you

You can apply for BOQ Bonds by visiting your stockbroker, licensed financial advisor, visiting our website and completing and signing an Application Form.

Your Application Form will need to include the following information:

- name, address and contact details of the BOQ Bond holder;
- tax file number and Australian Business Number of the BOQ Bond holder (if applicable);
- details of all Authorised Signatories including their name, position or relationship to you, each of their original signatures and the method of operation of your BOQ Bonds;
- the frequency of interest payments in relation to your BOQ Bonds;
- details of the Bank Account to which you would like regular interest payments and principal sums upon maturity or sale of your BOQ Bonds to be deposited;

- whether the BOQ Bonds will be held in trust for another person; and
- any other name by which you or any Authorised Signatory may be known (such as a maiden name);
- the beneficiaries of the trust that the account is held in;
- the name, address, and date of birth of any director, officer or authorised person of the company that the account is held in; and
- details of your beneficial owner\* including name, address and date of birth.

You will find a copy of our Application Form attached to this PDS. If you would like to obtain additional copies of our Application Form, you can either download copies from our website at [www.boq.com.au](http://www.boq.com.au) or contact your local Branch or our Bond Registry staff and request that they send you copies of our Application Form either by post, e-mail or facsimile.

You may post your completed and signed Application Form and investment funds to us at the following address:

Bond Registry  
 BOQ  
 Reply Paid 2258  
 Brisbane QLD 4001

You may request that our Branch staff or your stockbroker or financial advisor provide you with an Interim Acknowledgment of your investment at the time of lodgement of your Application Form and investment funds with them. Your Interim Acknowledgment will contain details of your name, the amount invested, the date, the applicable interest rate on your investment and the term of the investment.

Our Bond Registry will also provide you with an Acknowledgment of Investment following receipt of your Application Form and investment funds and our acceptance of your application for BOQ Bonds.

We reserve the right not to issue BOQ Bonds in certain cases.

**(b) New customers**

If you are not already a customer, please contact one of our branches to determine what identification is required for you to buy BOQ Bonds.

Generally you can satisfy our identification requirements by providing the following:

1. A current Australian drivers's licence; and

**(c) Tax File Numbers (TFN)**

It is not compulsory for you to give us your TFN. However, if you choose not to, we must deduct withholding tax at the highest marginal tax rate, plus the Medicare Levy, from any interest that you earn.

If you are not an Australian resident, we are also required to deduct withholding tax from the interest that you earn on your BOQ Bonds.

You can give us your TFN when you first purchase your BOQ Bonds, or at any other time.

If the BOQ Bonds are held in joint names, each holder can provide their TFN. If you hold the BOQ Bonds in trust for another person, such as your child, you should quote your own TFN. However, if you are trustee of a formal trust, the TFN quoted should be that of the trust not your personal TFN.

If you have not provided your TFN (or ABN) and you are an exempt person, withholding tax will not be deducted from your interest. However, you must tell us which type of exemption applies to you.

We are required to report details of interest income earned, withholding tax deducted and TFNs quoted to the Australian Taxation Office. The *Privacy Act* imposes strict obligations on what we can do with your TFN. We will keep your TFN confidential.

(d) **Warranties**

By signing the Application Form, you warrant that:

<b>Type of bond holder</b>	<b>Warranty</b>
All BOQ Bonds Holders	<ul style="list-style-type: none"><li>▪ All information (including any documents) that you have given us in connection with applying for or purchasing BOQ Bonds is true, up to date, correct and not misleading.</li><li>▪ You and anyone authorised to transact in BOQ Bonds on your behalf have (and if you are signing on behalf of an organisation, that organisation has) the power to purchase BOQ Bonds.</li><li>▪ That power has not been altered or restricted in any way.</li></ul>
Partnership	<ul style="list-style-type: none"><li>▪ If you have not given us a copy of the partnership agreement, there is no agreement.</li><li>▪ If you have not given us a copy of the certificate of registration of business name, no name is registered.</li></ul>
Firm	<ul style="list-style-type: none"><li>▪ If you have not given us a copy of the certificate of registration of business name, no name is registered.</li></ul>
Trust	<ul style="list-style-type: none"><li>▪ If you have not given us a copy of the trust deed, there is no trust deed.</li><li>▪ The trust is properly constituted.</li><li>▪ BOQ Bonds will be purchased in accordance with the trust and (if applicable) does not contravene the trust deed.</li><li>▪ The trustee's right of indemnity against the trust assets has not been limited in any way.</li></ul>

Type of bond holder	Warranty
Trust	<ul style="list-style-type: none"> <li>▪ Unless you tell us otherwise, if the trustee is a company, it acts only as trustee and does not otherwise carry on business.</li> </ul>
Club, Lodge or Society	<ul style="list-style-type: none"> <li>▪ You will tell us immediately about changes to official positions.</li> </ul>
Estate	<ul style="list-style-type: none"> <li>▪ You are not aware of any later will or codicil or any reason why the will could be changed or challenged.</li> <li>▪ You will apply for probate immediately and proceed to obtain probate as soon as possible.</li> <li>▪ You will not distribute any legacies or other monies from the sale or maturity of BOQ Bonds that you may lawfully distribute until probate is obtained.</li> </ul>

You also:

- agree to be personally liable to us if we suffer loss or damage because any of the warranties are not correct;
- agree to tell us if anything changes to make the warranties incorrect at any time while you hold BOQ Bonds with us;
- the warranties and indemnities given by the BOQ bond holder; and
- agree to give us specimen signatures of people who can transact BOQ Bonds on your behalf from time to time.

(e) **Documents we need**

When you buy BOQ Bonds from us, or at any time that you hold BOQ Bonds, we may ask to see the following documents:

Type of bond holder	Documents required
Company	<ul style="list-style-type: none"><li>▪ Company search; and</li><li>▪ Two (2) individuals acting in the capacity of a director, or director and company secretary must sign to authorise the account opening.</li><li>▪ For each signatory, identification documents as per section 2.3(b).</li></ul>
Body Corporate	<ul style="list-style-type: none"><li>▪ Registered Community Titles Scheme; and</li><li>▪ All individuals acting in the capacity of a Strata Corporation Officer of the Body corporate must sign to authorise the account opening and provide identification documents as per 2.3(b).</li></ul>
Incorporated Association and unincorporated association / registered co-operative	<ul style="list-style-type: none"><li>▪ Rules or Constitution or Certificate of Incorporation;</li><li>▪ The meeting minutes that confirm the appointment of the chairman, treasurer and secretary; and</li><li>▪ All individuals acting in the capacity of the chairman, the treasurer and the secretary must sign to authorise the account opening and provide identification documents as per 2.3(b).</li></ul>
Partnership	<ul style="list-style-type: none"><li>▪ Partnership Agreement; and</li><li>▪ All partners must sign to authorise the opening of the account and provide identification documents as per 2.3(b).</li></ul>
Firm	<ul style="list-style-type: none"><li>▪ Business Name search; and</li><li>▪ For all individuals acting in the capacity of a proprietor; or when a company is the owner of the business as per company requirements must authorise the opening of the account and provide identification documents as per 2.3(b).</li></ul>
Trust	<ul style="list-style-type: none"><li>▪ Trust Deed; and</li><li>▪ Two (2) trustees must authorise the opening of the account and provide identification documents as per 2.3(b).</li></ul>
Estate	<ul style="list-style-type: none"><li>▪ A certified copy of the Death Certificate and Will; and.</li><li>▪ All the executors or authorised persons must authorise the opening of the account and provide identification documents as per 2.3(b).</li></ul>

If you do not fit into one of the above categories, please contact one of our branches to determine what documents are required to buy BOQ Bonds.

**(f) Joint Holdings**

You can hold BOQ Bonds jointly with other people.

If your BOQ Bonds are held jointly, you receive and agree to the terms and conditions of this PDS as agent for all other holders, and anyone operating and transacting on your behalf in relation to your BOQ Bonds. You must pass on the terms and conditions of this PDS to each of those persons.

You and the other joint holders must all sign the Application Form that will say how your BOQ Bonds are to be operated. If you want to change the way your BOQ Bonds are operated, you must complete a new Application Form.

Before you apply for BOQ Bonds jointly with other people, you should understand that if one of you dies, we can treat your BOQ Bonds as belonging to the remaining joint holders.

## **2.4 Allowing others to transact on your behalf**

**(a) Authorised Signatories**

If you want another person or persons, such as your stockbroker or financial advisor, to transact in relation to your BOQ Bonds, you must complete the relevant section of the Application Form.

Notwithstanding any provision in this PDS, these people will be nominated as your Authorised Signatories and will be authorised to provide us with written instructions on your behalf.

If you authorise another person to transact in relation to your BOQ Bonds, that person can do most things that you can do yourself.

For example, they can:

- redeem your BOQ Bonds upon maturity;
- sell your BOQ Bonds prior to maturity;
- purchase additional BOQ Bonds;
- alter your details including, but not limited to, your Payment Details;
- order additional Acknowledgments of Investments or Confirmations;
- reinvest funds upon the maturity of your BOQ Bonds; or
- obtain any information from us about your BOQ Bonds.

However, if you are not allowed to perform a particular transaction under this PDS, the Authorised Signatory will also be prohibited from performing the same transaction. We will only accept instructions from an Authorised Signatory in writing.

**(b) Risks of appointing Authorised Signatories**

You appoint an Authorised Signatory at your own risk. You are responsible for any transactions that person makes in relation to your BOQ Bonds, even if you do not know about them.

**(c) Cancelling an Authorised Signatory's authority**

You can cancel an Authorised Signatory's authority at any time by telling us in writing. However, you will be responsible for any transactions made prior to the authority being cancelled and/or you notifying us of the cancellation.

We also reserve the right to cancel an Authorised Signatory's authority to operate BOQ Bonds but are not obliged to do so. We may cancel the authority without notice to you, but will usually only do so where the Authorised Signatory's identity or authority does not meet our requirements or we reasonably believe their authority is a risk to you or us or is or may result in a breach of law.

## **2.5 Payments to you**

All customers who apply for BOQ Bonds must complete the Payment Details section of the Application Form. This section of the Application Form will provide details of the Bank Account to which we will transfer all interest as well as all funds payable to you on maturity of your BOQ Bonds.

This Bank Account may be with us or another financial institution in Australia, but must be in the same name as that in which your BOQ Bonds are held. You may only nominate one Bank Account on your Application Form. If you would like to change this Bank Account at any time, you will need to provide us with written instructions setting out details of your bank account and authorising us to pay all funds to which you are entitled to that new account. This bank account will also need to be in the same name as your BOQ Bonds.

If your Bank Account is not held with us, we will require a copy of a bank statement or pre-printed deposit slip from the financial institution at which it is held as proof that the Bank Account is in the same name as your BOQ Bonds.

Transfers of funds to your Bank Account upon redemption of your BOQ Bonds and payments of interest may only be made by:

- Electronic Funds Transfer (EFT) to a Bank Account held with another financial institution; or
- Directly credited to your BOQ Bank Account.

We will not pay any amounts:

- to you by cheque;

- to you in cash; or
- to any third party.

## **2.6 Transacting in relation to your BOQ Bonds**

### **(a) Getting information**

You can obtain current information in relation to your BOQ Bonds by telephoning our Bond Registry on 1800 813 902.

Our Bond Registry can provide you with the following types of information in relation to your BOQ Bonds:

- details of current holdings;
- details of interest accrued in relation to your BOQ Bonds;
- end of financial year statements;
- how you may purchase additional BOQ Bonds;
- purchases of new BOQ Bonds upon maturity of existing ones including the applicable interest rates;
- Acknowledgment of Investments;
- Maturity Advices;
- details of any interest and/or principal amounts which have been directly credited to your Bank Account; and
- general factual information in relation to BOQ Bonds.

Our Bond Registry can also, upon written request, provide audit certificates for accountants of BOQ Bond holders.

You may also obtain general information in relation to BOQ Bonds by visiting one of our Branches. Our Branch staff may also contact our Bond Registry on your behalf if you require specific information in relation to your BOQ Bonds.

Accessing this information may incur a fee, depending on the type of service you choose and the frequency of your request. Details of these fees are set out in *BOQ Bonds – Schedule of Fees and Charges*.

### **(b) Statements and Confirmations**

Statements are not issued for BOQ Bonds.

Our Bond Registry will provide you with a written Confirmation:

- when you purchase any BOQ Bonds (this is your Acknowledgment of Investment);

- when you sell BOQ Bonds; and
- upon maturity of your BOQ Bonds.

A Maturity Advice will also be issued to you prior to maturity of your BOQ Bonds.

Your Confirmations contain important information about your BOQ Bonds. You should note that your Confirmations should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact us as soon as possible.

We may send Confirmations to you by post, by facsimile or by e-mail at our discretion.

**(c) Methods of purchasing BOQ Bonds**

The following table sets out the methods available for purchasing BOQ Bonds.

Method	Description
Branch	<p>You may purchase BOQ Bonds by lodging an Application Form and cheque with a Branch.</p> <p>Any cheques used to purchase BOQ Bonds must be made payable to “BOQ Limited”. We will not accept cheques payable to you, cash cheques or cheques made out in favour of any other person.</p> <p>Cheques will generally be processed on the Bank Business Day that they are deposited. Cheques received on Thursday evenings after 4:00 p.m. or on Saturdays will not be processed until the next Bank Business Day. The date on which you will purchase your BOQ Bonds will be the date on which we receive your cheque.</p> <p>You can also authorise our Branch staff to debit funds directly from your BOQ Bank Account.</p>
Mail	<p>You may send your cheque made payable to “Bank of Queensland Limited” and Application Form to our Bond Registry.</p>
Electronic Transfer	<p>You may pay for your BOQ Bonds by Electronic Transfer. If you choose this method of purchasing BOQ Bonds, you will need to contact our Bonds Registry to obtain details of our bank account to which you should transfer funds.</p>

Method	Description
Electronic Transfer	You will also need to provide us with your completed Application Form. You may either lodge this form at one of our Branches, send it to our Bond Registry or lodge it with your stockbroker or financial advisor and instruct them to forward it to us.
Licensed stockbroker or financial advisor	You may purchase BOQ Bonds by lodging a cheque made payable to “BOQ Limited” and Application Form with your stockbroker or financial advisor.

As the common method of payment for BOQ Bonds is by personal cheque, there may be cases when dishonours occur. That is, the customer does not have sufficient funds in their account to cover the payment required.

In these cases the Bond Registry will redeem the BOQ Bond as at the date on which your purchase of that BOQ Bond is entered into its system. Interest will not be paid for the amount dishonoured.

Subsequently, the Bond Registry will prepare an advice to you detailing the dishonour of the cheque and the redemption of the BOQ Bond. We may also contact you by telephone to advise you of the dishonour.

If you still wish to proceed with your purchase of BOQ Bonds, a new Application Form together with the relevant payment must be re-submitted to the Bond Registry.

**(d) Selling your BOQ Bonds before maturity**

You may not withdraw funds from your investment in BOQ Bonds until maturity. However, if you need funds prior to maturity you may sell your BOQ Bonds in the secondary market for the current market price at the time of sale.

The current market price will generally be the price which another person is prepared to pay for your BOQ Bonds in the secondary market. This price will depend on a number of factors including the fixed interest rate payable on the specific bond, the current market interest rates at the time of the sale and the time to maturity. This price may be higher or lower than the price you paid for your BOQ Bonds.

If you would like to sell your BOQ Bonds prior to maturity you should contact either your stockbroker or financial advisor and they will assist you in selling your BOQ Bonds. We cannot assist you in selling your BOQ Bonds prior to maturity.

We recommend that you arrange for your stockbroker or financial advisor to check the Bond Register for encumbrances against your BOQ Bonds before any sale.

The Bond Register is closed to transfers for the period starting seven calendar days before the next immediate payment date, up to and including that date. This is known as the 'Closed Book Period'. Any interest paid during the Closed Book Period will be paid to you according to the instructions held for that BOQ Bond, not to a transferee.

**(e) Buying new BOQ Bonds in the secondary market**

In order to buy BOQ Bonds in the secondary market, you must provide us with a completed Application Form signed by you and a Transfer Form signed by both you and the seller. We will not register the transfer of BOQ Bonds to you until you have provided us with these documents.

## **2.7 Interest rates**

**(a) Interest that we pay to you**

You will earn a fixed rate of interest on your BOQ Bonds. Details of interest rates that apply to your BOQ Bonds are:

- printed on your Confirmations; or
- available by contacting our Bond Registry on 1800 813 902.

Interest rates on BOQ Bonds are based on a combination of the following factors and are therefore subject to constant fluctuation:

- wholesale interest rates;
- the term of the relevant bond;
- the face value of the bond;
- the Bank's credit rating;
- the timing of the transaction; and
- market conditions.

It is therefore impractical for the Bank to disclose the specific interest rates that will apply to investments in BOQ Bonds in this PDS. You may obtain details of current interest rates by telephoning or e-mailing our Bond Registry, by writing to us, by visiting one of our Branches or by visiting our website (refer to section 1.3).

Interest rate changes will not apply to your existing BOQ Bonds but will only apply to new BOQ Bonds that you decide to purchase.

Additionally, the interest rates that will be available for reinvestments of less than \$250,000 upon maturity of your existing BOQ Bonds will be quoted on your Maturity Advice. Interest rates on investments above \$250,000 are quoted on a case by case basis. To obtain a quote, please contact our Bond Registry (refer to section 1.3).

**(b) How the interest you earn is calculated and paid**

Interest is calculated daily on the face value of your BOQ Bonds at the applicable fixed interest rate.

We calculate this interest from and including the day on which you purchase your BOQ Bonds, excluding the day of maturity.

We pay interest on your BOQ Bonds either quarterly or annually, at your option. Interest will be paid on the same day of the month as that on which the BOQ Bonds were purchased.

If the day on which that interest is to be paid is not a Bank Business Day, we will pay the interest on the next Bank Business Day.

Where the term of your BOQ Bonds is 18 months and you have elected to be paid interest annually, you will be paid interest on the first anniversary of the date of purchase of your BOQ Bonds and the remaining interest will be paid to you upon maturity of your BOQ Bonds.

Our Bond Registry will provide you with a written advice confirming details of interest payments credited to your Bank Account either quarterly or annually depending on the frequency with which you have elected to be paid interest.

Interest payments in relation to BOQ Bonds are made in the following ways:

Payment Method	Choice of Options
At maturity	<ul style="list-style-type: none"> <li>▪ EFT directly to your Bank Account at any financial institution in Australia (if your Bank Account is not with the BOQ);</li> <li>▪ Directly credited to your BOQ Bank Account; or</li> <li>▪ Reinvested in new BOQ Bonds.</li> </ul>
Interim interest payments	<ul style="list-style-type: none"> <li>▪ EFT directly to your Bank Account at any financial institution in Australia (if your Bank Account is not with the BOQ); or</li> <li>▪ Directly credited to your BOQ Bank Account.</li> </ul>

**(c) What happens when we increase our interest rates?**

Changes in interest rates apply from the actual effective date of the change. Increased interest rates will only apply in relation to BOQ Bonds that are purchased on or after the effective date of the change.

Only those BOQ Bonds that mature on or after the effective date of the change will receive the higher interest rates. This is regardless of the rates quoted on your Maturity Advice.

**(d) What happens when we decrease our interest rates?**

Lower interest rates will apply to all new applications for BOQ Bonds which are received after the effective date of the change. We may accept applications for BOQ Bonds at the old interest rate which we receive after the effective date of the change in certain limited circumstances. For example, in circumstances where we can confirm that the Application Form was genuinely in transit on the effective date of the change, we may accept applications that are received by us up to two days after the effective date of the change. We may confirm this by looking at the date of the cheque attached to the Application Form and the postmark. Any applications where the cheque is dated the same day as the effective date of the change, will not be accepted on the previous rates.

Where you elect on your Maturity Advice to reinvest the proceeds of redemption of your BOQ Bonds in new BOQ Bonds, we will honour the rates quoted on the Maturity Advice in relation to the redemption proceeds provided we receive your Maturity Advice on or prior to the maturity date.

Where we receive your Maturity Advice after the date of maturity of your BOQ Bonds, we are not obliged to honour the previous rates quoted on the Maturity Advice. In this instance we will contact you to confirm whether you still wish to proceed with the reinvestment on the new rates.

In no circumstances are we obliged to accept any additional funds other than those which are payable to you upon redemption of your BOQ Bonds as set out in your Maturity Advice, for investment in BOQ Bonds at the old interest rates.

## **2.8 Maturing BOQ Bonds**

**(a) Redeeming or reinvesting in BOQ Bonds**

Our Bond Registry will provide you with a Maturity Advice prior to the maturity of your BOQ Bonds reminding you of the date of maturity of your BOQ Bonds. The Maturity Advice will give you the option to do any of the following:

- redeem your BOQ Bonds and elect for the redemption proceeds to be paid to you in full (ie their face value);
- reinvest all of the proceeds of redemption of your BOQ Bonds in new BOQ Bonds;
- redeem your BOQ Bonds and reinvest part of the proceeds of redemption in new BOQ Bonds (keeping in mind that a minimum deposit of \$5,000 applies);
- add interest payable to you upon maturity of your BOQ Bonds to part or all of the proceeds of redemption and reinvest those funds in new BOQ Bonds; and/or
- add an additional amount of your money to the proceeds of redemption of your BOQ Bonds and reinvest the total in new BOQ Bonds.

Once the Maturity Advice is completed and returned to our Bond Registry together with any additional amount that you would like to invest, your request can be processed.

If your BOQ Bonds mature on a day other than a Bank Business Day, you can redeem them on the next Bank Business Day. In that case, we will pay you interest for any extra days at the same fixed rate that applied to your BOQ Bonds during the term of your investment.

**(b) Payment of redemption proceeds to your Bank Account**

You may elect that some or all of the proceeds of redemption of your BOQ Bonds or interest payable to you upon maturity of your BOQ Bonds be paid into your Bank Account.

Where your Bank Account is held with us, we will deposit these proceeds directly into your Bank Account. Where your Bank Account is held with another financial institution, the redemption proceeds will be transferred into your Bank Account via EFT.

**(c) Reinvestment of redemption proceeds**

On the day your BOQ Bonds mature, you can purchase additional BOQ Bonds using the redemption proceeds from your existing BOQ Bonds (ie the face value of the BOQ Bonds).

To do this you will need to elect this option on your Maturity Advice and provide details of the amount of redemption proceeds which you would like to reinvest in new BOQ Bonds.

The Maturity Advice will also quote the reinvestment interest rates that will apply on the maturity date in relation to amounts of \$250,000 or less. If you wish to reinvest an amount in excess of \$250,000, your application for reinvestment must be approved by the Bond Registry. Interest rates on investments above \$250,000 are quoted on a case by case basis. To obtain a quote, please contact our Bond Registry (refer to section 1.3).

**(d) Failure to provide a Maturity Advice**

If we have not received a signed Maturity Advice by the day your investment matures, we will not automatically redeem your BOQ Bond.

However, we will pay interest on the face value of your BOQ Bond from (and including) that day at our 'at-call' deposit rate. We can change that rate at any time without notice to you. Interest payable to you from the date of maturity will not be paid to you until you return your signed Maturity Advice to us. The treatment of unclaimed money is dealt with in section 3.7.

**2.9 Stockbrokers or financial advisors**

Where applications for BOQ Bonds are referred to us by stockbrokers or financial advisors, you agree that unless you tell us otherwise we may send a notification of the impending maturity of your BOQ Bonds to your stockbroker or financial advisor.



# GENERAL TERMS AND CONDITIONS

## 3.1 Changes to terms and conditions of Banking Services

We can change the terms and conditions that apply in relation to your BOQ Bonds or any other Banking Services we provide. We can also add new products or stop existing products at any time.

We will tell you of changes to this PDS in accordance with the law and any code to which we subscribe.

We will let you know of changes in writing if we introduce a new fee or charge.

Other changes may also occur, such as:

- changes in government fees or charges; or
- variations in existing fees or interest rates.

We will notify you of any other change to the Banking Services we provide to you by writing to you (which may include by electronic communication) before the change takes effect, placing a notice in a major daily newspaper or placing a notice on or with Confirmations or other material we send to you in relation to the BOQ Bonds or in any other way that meets our obligations under a relevant law or code.

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us.

For BOQ Bonds held by 2 or more entities, we will only send one notice to the last mailing address.

If there are enough changes to the PDS to warrant doing so, we will consolidate them in a single publication.

## 3.2 If you get into financial difficulty

We strongly advise you to tell us immediately if you are in financial difficulty. We will try to help you, provided that any action we take would be fair and reasonable in the interests of you, our other customers and shareholders.

### **3.3 Covering us for loss**

To the fullest extent permitted by law, you agree that if we suffer or sustain any loss, claim, demand or damage directly or indirectly because of:

- the use or misuse of your BOQ Bonds;
- any use or misuse of our facsimile instruction service; or
- any breach of the terms and conditions in this PDS,

by you or anyone authorised by you to, or someone purporting to be you or someone authorised by you to operate your BOQ Bonds or because of any Authorised Signatory acting outside the scope of their authority, you will save the Bank harmless and pay us the amount of that loss, claim, demand or damage on demand, including all legal costs on a full indemnity basis, even after your BOQ Bonds have matured or been sold. This indemnity does not apply to any loss, claim, demand or damage to the extent it results from the gross negligence, wilful misconduct or fraud of the Bank or its employees or agents.

In addition, you or an Authorised Signatory will, if requested, provide to the Bank an additional indemnity in a form acceptable to the Bank, before the Bank acts on your instructions.

### **3.4 Customer integrity**

We believe that you will deal with us honestly and in good faith. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some cases and where permitted by law, we will take those steps without notice.

### **3.5 Warning**

The information set out in this PDS is factual in nature and is not intended to take into account nor be appropriate for your particular needs, objectives or financial situation.

By providing it, we do not intend to provide financial advice or any financial recommendations. We recommend that you seek independent advice before making a decision on how best to manage your financial risks.

### **3.6 Other information we require from you**

You and any Authorised Signatories must provide such further identification and other details as we or the law may require from time to time. This further information may be used to establish your or an Authorised Signatory's identity before we issue BOQ Bonds to you and/or act on any instructions. This further information may include (but will not be limited to) personal information or any secret code relevant to the BOQ Bonds. You agree that we are not obliged to obtain such identification and other details prior to acting on any or all instructions.

Where you have directed a third party to make a payment to us, we may require you and/or the third party to provide sufficient information and identification documentation in relation to the third party to meet our security, identification and other lawful requirements.

### **3.7 Unclaimed Money**

If we have not received any instructions from you in relation to your BOQ Bonds, or your BOQ Bonds have not otherwise been operated for a period of 7 years or more then the principal and interest from your BOQ Bond may be deemed to be "unclaimed money" in accordance with Section 69 of the *Banking Act 1959* (Cth). In this situation, BOQ Bonds must be redeemed and the proceeds of redemption transferred to the Commonwealth Government.

# GENERAL INFORMATION

## 4.1 Code of Banking Practice

As part of our commitment to customer service, we have adopted the Code of Banking Practice (COBP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The COBP applies to Banking Services provided to customers who are "individuals" or "small businesses" as defined in it.

We will comply with the COBP, where it applies to the Banking Services we provide to you.

The COBP requires us to provide you with certain information. You will find this information in this booklet. In particular, you will find information regarding:

- how you can purchase BOQ Bonds from us;
- our obligations regarding the confidentiality of your information;
- complaints;
- what to do when you are in financial difficulty; and
- the importance of you reading the terms and conditions applying to the Banking Services we provide you.

## 4.2 Anti-money laundering

We can delay, block or refuse to make a payment if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country, and we will incur no liability to you in this regard.

You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. You agree that we may disclose information which you provide to us where required by any laws in Australia or in any other country.

We reserve the right not to sell you BOQ Bonds in certain cases. For example, we may refuse to do so where we do not believe you or any Authorised Signatory meet our security, identification and/or other lawful requirements, or we have satisfied ourselves that there are other valid commercial reasons for doing so.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in buying and selling BOQ Bonds.

You declare and undertake to us that the payment of money or any transactions performed in accordance with your instructions by us does not and will not breach any laws in Australia or in any other country.

### **4.3 Recording telephone calls**

Please note that all telephone calls made to our Bond Registry or Treasury Department may be recorded. Recorded telephone conversations may be reviewed in the case of a dispute.

As a condition of us providing you with the Banking Services, you consent to our recording of any telephone conversation you have with us and our use of this record to evidence the matters contained within it.

### **4.4 If you have a problem or dispute**

#### **(a) Our Service Commitment**

At BOQ we are committed to providing our customers with innovative banking solutions and the best customer service experience.

If at any time our service does not meet your expectations we would like you to let us know. Resolution of problems is a priority to us.

#### **(b) How to contact us?**

There are a number of ways to contact us:

- (i) Contact our Treasury Department. Our Treasury Department staff are always willing to listen to your suggestions about our treasury products and services and they will do their best to address any concerns immediately.
- (ii) Our Customer Contact Centre can be contacted on 1300 55 72 72 from 7.00 a.m. to 7.00 p.m., Monday to Saturday.
- (iii) Contact our Customer Relations Department via:
  - E-mail: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)
  - Telephone: 1800 663 080
  - Fax: (07) 3212 3286
  - Mail: Customer Relations  
Reply Paid 2258  
Brisbane QLD 4001

**(c) How will your complaint be handled?**

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved.

We aim to resolve all complaints within 5 working days. If this is not possible we will keep you informed on our progress.

Please note (where applicable) we comply with the EFT Code of Conduct, complaint investigation and resolution procedures in connection with electronic transactions to which the EFT Code applies.

If your complaint cannot be resolved promptly, BOQ Customer Relations Department will take responsibility and work with you to resolve the matter.

**(d) What to do if you feel your complaint has not been resolved**

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Financial Ombudsman Service Limited (FOS)  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 367 287  
Fax: (03) 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)

Australian Securities & Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

For further information on solving problems and disputes please ask at any branch for our "We would like to know" brochure.

**4.5 Changing your details**

If your address or other details change, you must let us know as soon as possible. You can only change your details by writing to us at the following address:

Bond Registry  
BOQ  
Reply Paid 2258  
Brisbane QLD 4001.

## 4.6 Contacting you

From time to time we will contact you or send you information about products and services that we think you might be interested in.

Please tell us if you do not wish to receive this information.

## 4.7 Privacy and confidentiality

You can ask for a copy of our Privacy Policy at any time. Our Privacy Policy sets out how we deal with any personal information that we hold about you.

The "Privacy Notification and Consent Form" you receive when you apply for BOQ Bonds provides you with more information about how we use your personal information. Unless you tell us otherwise, you are taken to have consented to us dealing with your personal information in accordance with our Privacy Policy.

## 4.8 The relationship between banker and customer

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the COBP) may alter these implied terms, and may add new or additional terms. The terms that apply to your BOQ Bonds are set out in this PDS.

### (a) Terms implied into the contract between banker and customer

Following are some of the general terms that are implied into the contract between a bank and its customer in addition to those in your contract for your BOQ Bonds, unless this PDS states otherwise:

#### (i) Our duties:

- Opening accounts – we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.
- Duty of secrecy – we have a duty of secrecy to you with respect to the transactions which go through your account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or impliedly consented or as required by law.

- Financial advice – we must exercise care and skill when providing financial advice to you as part of, or incident to, the banking services we offer.
- Safe custody – if we accept your items for safe custody, we owe a duty to return them to you at the end of the safe custody period.
- Bankers' references – we have a duty to exercise reasonable care and skill in providing a reference on your credit worthiness to another bank.
- Conform with your mandate – due to the debtor/creditor nature of your relationship with us, we are bound to conform strictly with your mandate which may be issued in the form of a cheque or some other written order including a passbook or withdrawal slip. Unless otherwise agreed, we are specifically obliged to repay an amount on demand at the branch where the account is located.
- Question a valid mandate – while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the account.
- Issuing correct statements – we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).
- Appropriating payments into accounts – we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular account.

(ii) **Your duties:**

- Clear instructions – your instructions on payment of funds must be clear.
- Minimising the risk of forgery – you must exercise reasonable care in making out cheques so that we are not misled and forgery is not facilitated. You must notify us of any forgeries (including unauthorised transactions on your account) known to you. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read your account statements and notify us of any entries which you believe are unauthorised.

- Care of methods of accessing your account – if you are given a cheque book, you must take care of it. If you access your account electronically, you are likely to have specific obligations relating to the security of any equipment (such as cards) or security codes (such as a PIN).

## **4.9 Financial Claims Scheme**

As an account holder you may be entitled to a payment under the Financial Claims Scheme depending on your circumstances. Payments under the Financial Claims Scheme are subject to a limit for each account holder. Further information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>

# INTERPRETATION

In this PDS, the following terms shall have the following meanings:

**Acknowledgment of Investment** means the written acknowledgment that we provide to you once your investment has been accepted by our Bond Registry. This acknowledgment will contain details including the holder's name, the amount invested, the interest rate payable, the commencement date and date of maturity, the frequency of interest payments, the date of the first interest payment, your BOQ Bond allocation number and reference number and the date on which your investment was recorded by our Bond Registry.

**AEST** means Australian Eastern Standard Time.

**Authorised Signatory** means a person authorised to perform certain transactions in relation to your BOQ Bonds in accordance with section 2.4(a) and in relation to whom we have provided our consent to such authorisation.

**Application Form** means the application form for BOQ Bonds, a copy of which is attached to this document.

**Bank** is BOQ Limited ABN 32 009 656 740.

**Bank Account** means either a BOQ Bank Account or a bank account which is held in your name with another financial institution in Australia as nominated by you in your Application Form.

**Bank Business Day** is any day on which the Bank is open for business excluding Saturdays.

**Banking Services** means those BOQ Bonds described in this PDS.

**Beneficial Owner** means the individual or individuals who ultimately owns or controls (directly or indirectly) a customer.

*Control* includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies; and

*Owns* means ownership (either directly or indirectly) or 25% or more of a person.

**BOQ Bank Account** means the Transaction Account which is held in your name with us as nominated by you in your Application Form.

**Bond Register** means the register of all BOQ Bond holders.

**Bond Registry** is the unit within the Bank which administers the BOQBonds.

**Branch** is a branch office of the Bank and includes an Owner Managed Branch, and **Branches** shall have a corresponding meaning.

**Closed Book Period** means the period during which the Bond Register is closed, starting seven calendar days before the next immediate payment date up to and including that date.

**Confirmation** means a written advice from us that is confirmation of your transaction. It will contain details including the date of the transaction, the names of both you and us, a description of the transaction and, where the information is available to us, any amount paid or payable by you in relation to the transaction, including, but not limited to, any taxes or duties payable. The Confirmation which you will receive when you purchase BOQ Bonds is your Acknowledgment of Investment.

**EFT** means the electronic funds transfer method of transferring funds into or from your Bank Account.

**Electronic Transfer** means an electronic transfer of funds via either telegraphic transfer or EFT.

**Interim Acknowledgment** means an interim acknowledgment of your investment in BOQ Bonds pending receipt of an official Acknowledgment of Investment which our Bond Registry will provide to you following our acceptance of your application.

**maturity** shall mean the point in time at which the investment term you selected for your BOQ Bonds ends, and **mature** shall have a corresponding meaning.

**Maturity Advice** means the written advice which we give you prior to maturity of your BOQ Bonds advising you of the maturity date of your BOQ Bonds, your options upon maturity and other information as set out in section 2.8.

**Owner Managed Branch** means a Branch of the Bank that is owned and operated by an independent third party as our authorised representative.

**Owner Manager** means the manager of an Owner Managed Branch.

**Payment Details** means the Payment Details section on the Application Form in which you provide us with details of the Bank Account to which all interest payments and proceeds from the redemption of your BOQ Bonds must be paid in accordance with section 2.5. The Payment Details will include information such as the account name, the name and address of the financial institution at which the Bank Account is held and the account and BSB number of your Bank Account.

**person** includes both an individual and a body corporate.

**Transaction Account** has the same meaning as set out in our Business Transaction and Investment Accounts Product Disclosure Statement, Deposit Products Product Disclosure Statement, Business Lending Supplementary Terms and Conditions and also includes Come-n-Go Line of Credit Facility and a Personal Overdraft.

**Transfer Form** means the form signed by the seller and the buyer in relation to the transfer of BOQ Bonds. You can obtain a standard transfer form from your stockbroker or financial advisor.

**we, our** and **us** are each a reference to BOQ Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

**you** means the BOQ Bonds holder and any person who holds the BOQ Bonds jointly with the holder, and **your** has a corresponding meaning.





# BOQ Bonds

## Schedule of Fees and Charges

This is the BOQ Bonds – Schedule Fees and Charges part of the Product Disclosure Statement for BOQ Bonds.

Please read this together with BOQ Bonds – Terms and Conditions

September 2010

The BOQ logo is located in the bottom right corner. It consists of the letters "BOQ" in a bold, white, sans-serif font, set against a black square background. The square is partially obscured by a white diagonal line that cuts from the top-left corner to the bottom-right corner, creating a triangular shape on the left side.

**BOQ**

## 1. Fees

Description of Fee	Amount of Fee	When Payable
Operating/Maintenance	Nil	N/A
EFT	Nil	N/A
Certificate of account balance or interest paid/received	Nil	N/A
Business entity search fee  Charged when a business entity, either a company or a registered business opens an account (Each search)	\$40.00 (each)	Prior to service being provided
End of financial year statement	\$10.00 (each)	Prior to service being provided
Audit Certificate (each)	\$30.00 (each)	Prior to service being provided

## 2. Government Charges

Description of Tax	Rate of Tax
TFN Withholding Tax	46.5% of interest earned
Interest Withholding Tax (non-residents)	10% of interest earned



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**BOQ**